



**Superior Court of California
County of Inyo**

**REQUEST FOR PROPOSAL
Family Law and Civil Self-Help Services**

(Issued on April 23, 2007)

**Responses Must Be Received
No Later Than 4:00 pm Pacific Daylight Time
Monday, May 10, 2007**

RESPONSES WILL NOT BE ACCEPTED AFTER THIS DATE AND TIME

**Postmarks Are Not Acceptable
No Exceptions**

INTRODUCTION:

The Superior Court of California, County of Inyo, intends to establish a Self-Help Center (“SHC”) for litigants who lack professional legal representation. The Court intends to enter into a contract with an attorney to staff the SHC for 40 hours per week, excluding holidays. Additionally, Contractor will attend all Child Support calendars, including the monthly night-court session, and attend the annual AB-1058 conference and annual Self-Help conference. The attorney staffing the SHC will also be the Family Law Facilitator (AB-1058) for Inyo County. The Court is inviting proposals from qualified attorneys who are interested in serving as the Attorney/Contractor for the SHC.

The purpose of the proposed SHC is to assist litigants without attorneys in handling their own legal matters. The SHC will provide service in family law matters and limited range of civil matters, including, but not necessarily limited to, unlawful detainer, limited civil cases, and certain probate cases such as guardianships and/or conservatorships of the person. At this time, small claims advice will continue to be provided by the court’s contract Small Claims Advisor. The staff of the SHC will not form an attorney-client relationship with litigants. The contract attorney (“Contractor”) of the SHC will (1) assist unrepresented litigants (or, in legal services jargon, “self-represented litigants”) in filling out Judicial Council forms and other pleadings, and (2) provide procedural instructions, legal information, and referrals to other legal service providers. The Contractor must also comply with current and future Rules of Court pertaining to Self-Help Center Management. The SHC will incorporate, and perform the functions of the Court’s AB1058 Family Law Facilitator.

The proposed SHC will be located in adequate office space, rented and paid for by Contractor, and located within reasonable walking distance of the Court’s Bishop location (301 W. Line Street, Bishop, CA 93514). The office space shall be ADA accessible, or Contractor shall provide reasonable accommodations to promptly serve disabled clients. Office space must be adequate to perform the functions of the SHC. The Court expects the Contractor to hire and train, from the contract funds, (at least) one clerical staff person to assist in the operation of the SHC under the direction and supervision of Contractor. Neither the Contractor nor the SHC staff shall be employees of the Court. The Contractor will identify and pay for out of the contract budget all expenses for the rented office space, furniture, equipment and supplies for the contract attorney and staff to use in operating the SHC.

The Court proposes to fund the SHC, including the Contractor, staff, and operations, from a fixed SHC budget. The anticipated total contract amount from the 2007/2008 fiscal year is \$136,000.00.

The Contractor may be permitted to continue representation in cases where he or she was retained prior to the effective date of the Contract, so to allow time to substitute qualified counsel, or complete cases that are near conclusion. During the term of the Agreement, the Contractor may not otherwise engage in the practice of law.

SAMPLE AGREEMENT:

A draft sample agreement is attached to this proposal. The general expectations of the Court are outlined and should be considered when drafting a basic proposal. However, the Court reserves the right to negotiate any terms or conditions with the selected Contractor. The Court will also consider varying terms or conditions included in any alternate proposal submitted.

PROPOSALS:

Proposals may be submitted that differ from the attached and will be evaluated based on qualifications and other relevant factors. The contract attorney will be required to enter into a Contract with the Court.

A basic proposal should be submitted to the Court by each interested attorney. At the Contractor's discretion, alternate proposals may be submitted in addition to the basic proposal.

SCOPE OF DUTIES:

The services to be rendered are generally defined in paragraphs 1 and 2, "Responsibilities of Contractor" and "Hours of Operation", of the draft agreement, a copy of which is attached.

BASIC QUALIFICATIONS:

The Contractor must be a duly licensed attorney who is a member in good standing of the California Bar, admitted and currently practicing in the State of California. The Contractor also should have the equivalent of five years of full-time experience as a practicing attorney with an emphasis in family law, including some probate and general civil litigation. The Contractor shall also meet the minimum qualifications to serve as the Family Law Facilitator as set forth in CRC, Rule 5.35.

TERM OF AGREEMENTS:

The initial term of the agreement is expected to run from July 1, 2007 to June 30, 2008. Effective July 1, 2008, a contract will either be renewed or renegotiated for an additional period of time.

CONFLICT OF INTEREST:

A Contractor must warrant and covenant in writing, as part of his or her their proposal, that no official or employee of the Court, nor any business entity in which an official of the Court has an interest, has been employed or retained to solicit or aid in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to the Court.

CONTENTS OF PROPOSAL:

The basic proposal and any alternate proposal submitted must include the following information:

1. A cover letter stating that the proposed Contractor is applying for the contract to staff the Court's Self-help Center.
2. A resume setting forth the name, background, education and experience of the proposed Contractor who will render the services. The resume(s) should include family law experience, probate and other civil litigation experience, if any, and trial (or other contested evidentiary hearing) experience.
3. A written warranty and covenant in compliance with "CONFLICT OF INTEREST" above.
4. The proposal shall include evidence of insurance, or provide that such insurance shall be obtained and in place should the Contractor be awarded the SHC contract. The insurance shall be obtained and maintained during the term of the contract. The insurance shall consist of professional errors and omission insurance to protect the public, with limits of liability of not less than \$1,000,000.00. The Contractor shall provide the Court with a conforming certificate of such insurance on or before the contract effective date. The Certificate(s) of Insurance shall state that the insurance afforded by the policy shall apply to the liability assumed by the insured, provided such liability results from an act, error or omission in professional services rendered by the named insured or his/her employees.

SUBMISSION OF PROPOSALS:

Written proposals are to be submitted in a separate sealed envelope, plainly marked "Self-Help Center; Attorney Proposal", and must be delivered in person, or by mail, to:

Virginia Bird
Court Operations Administrator
Inyo County Superior Court
P.O. Drawer "U"
Independence, CA 93526

All proposals must be received on or before 4:00 p.m., May 10, 2007.
POSTMARKS WILL NOT BE ACCEPTED.

Please note:

1. All proposals become the sole property of the Inyo County Superior Court. The Court cannot guarantee that the proposals will remain confidential.
2. This RFP does not commit the Court to award a contract or contracts, to pay any costs associated with the preparation of any proposal, or to award a contract to the person submitting the lowest bid.

3. The Court reserves the right to accept or reject any or all proposals received, to negotiate with qualified proposed Contractors or to cancel in part or in its entirety this RFP.

4. Unless all information requested is provided by the proposed Contractor, the proposal may be disregarded and given no consideration. Any proposed Contractor attempting to influence the proposal process by interfering with another proposed Contractor with any Court employee may be disqualified.

SELECTION PROCESS:

All proposals will be evaluated, based on the qualifications and background of the candidates and the quoted price of service. A selection committee may interview some or all of the candidates. If the committee determines that a contract should be awarded, it will recommend the best-qualified candidates to the Presiding Judge. The Presiding Judge, at his/her discretion, may award such contract.

EXAMPLES OF ISSUES TO BE REVIEWED DURING THE EVALUATION PROCESS:

Does the Contractor have a demonstrated history and/or reputation of providing competent and ethical legal services as required by the scope of work?

Does the Contractor have a thorough understanding of the needs of the proposed customers of the SHC?

Does the Contractor have a demonstrated ability to maintain professional and cooperative working relationships with elected and appointed general government officials and with the proposed clients?

The Court reserves the right to use additional criteria, or a modified allocation of the relative evaluation weight, if deemed necessary.

The Court reserves the right to:

a. Award a contract to the firm or individual that presents the proposal which, in the sole judgment of the Presiding Judge, best accomplishes the desired results; and

b. Reject any or all proposals, waive minor irregularities, or negotiate the final scope of work, compensation or other terms and conditions in the proposed contract with the successful Contractor.

**PERSONAL SERVICES CONTRACT BETWEEN
SUPERIOR COURT OF CALIFORNIA, COUNTY OF INYO
AND**

This agreement is entered into between the SUPERIOR COURT OF CALIFORNIA, COUNTY OF INYO ("Court") and _____ ("Contractor") for the purpose of operating a self-help center ("SHC") for self-represented litigants.

1. RESPONSIBILITIES OF CONTRACTOR

Contractor shall fulfill the responsibilities of the Family Law Facilitator and provide legal and administrative services to operate a SHC for Court. Such duties include, but are not limited to the following: Assist self-represented litigants with completion of Judicial Council forms and other pleadings; provide procedural instructions, legal information and referrals to other legal service providers; assist self-represented litigants with legal research through computer programs and books available at the SHC; analyze legal issues raised by parties; provide self-represented litigants with legal information on specific areas of the law through workshops, clinics and educational materials; confer with other legal service providers to determine how to best provide services to self-represented litigants; draft stipulations for self-represented litigants and prepare formal orders consistent with court's announced order; develop and maintain educational and instructional materials for self-represented litigants; supervise and train volunteers, interns and staff; correspondence; maintain proficiency through continuing education. Contractor shall not form an attorney-client relationship with any customer of the SHC or the Family Law Facilitator's office.

2. HOURS OF OPERATION

Except for court holidays, the Self-Help Center/Family Law Facilitator's office shall be open from 8:00 a.m., weekdays, for eight hours. In the absence of Attorney/Contractor, the office shall be open by support staff.

Except for court holidays, illness or unexpected emergency or as provided below, Contractor shall staff the SHC every court day, Monday through Friday, eight (8) hours per day.

Contractor shall attend the Child Support calendars, including the evening Court sessions.

Contractor shall notify the Court Executive Officer, or her designee, regarding any absences from the office.

Notwithstanding the foregoing, Contractor may take up to fifteen days vacation during the term of this agreement. Prior Court approval must be obtained if Contractor plans to be out of the office for more than five consecutive business days and qualified attorney coverage must be arranged for family law facilitator, AB 1058 duties. SHC shall remain open during Contractor's absences and staffed by clerical staff at a minimum.

Contractor shall attend the yearly AB 1058 conference and the yearly Self-Help/Self-Represented Litigants conference at contractor's expense. The Court will, however, work with

the Administrative Office of the Courts (AOC) to reimburse contractor as the Inyo County representative, if said reimbursement is available.

3. OFFICE SPACE

Contractor will be required to provide adequate office space to accommodate contractor, clerical staff, and a room for computer use by self-represented litigants and the viewing of mandatory mediation and other informational videos or DVDs. Said office space shall be ADA compliant, and within reasonable walking distance of the Court offices located at 301 West Line Street, Bishop, California. If ADA compliant office space is not available, Contractor must make reasonable accommodations to promptly serve disabled clients.

4. COMPENSATION

Court shall pay Contractor the budget amount divided by 12 on a monthly basis during the contract term.

5. RECORDS

Contractor shall maintain Records and statistical data and information pertaining to the services provided under this Agreement, as may be required by federal or state law, California Rules of Court, or as may be required by the Grantors, Administrative Office of the Courts, or by the Inyo County Superior Court. Such records, data, and information will be maintained by the Contractor on a computer program compatible with the systems and software operated by the Superior Court. Contractor will assist the Clerk of the Court in accessing and maintaining such records, data, and information in a format to be determined by the Court's Judges and a summary of activities under this Agreement which occurred during the preceding month, to include the number of clients served, the type of services rendered, and any other information required by the Court, and prepare and submit AOC required reports and statistics.

6. TERM OF AGREEMENT

This agreement shall commence on July 1, 2007 and shall terminate June 30, 2008.

7. TERMINATION OF AGREEMENT

A. If Contractor fails to perform his/her duties to the satisfaction of Court, or if Contractor fails to fulfill in a timely and professional manner his/her obligations under this agreement, or if Contractor violates any of the terms or provisions of this agreement, then Court shall have the right to terminate this agreement effective immediately upon the Court giving written notice thereof to Contractor.

B. Either party may terminate this agreement without cause on 30 days' written notice. Court shall pay Contractor for all work satisfactorily completed as of the date of notice.

C. Court may terminate this agreement immediately upon oral notice should funding cease or be materially decreased during the term of this agreement.

D. Court's right to terminate this agreement may be exercised by the Court Executive Officer or designee.

E. Should this contract be terminated, Contractor shall promptly provide to Court any and all finished and unfinished reports, data, studies, photographs, charts and other documents prepared by Contractor pursuant to this agreement. Contractor shall return to the Court any and all materials, books, furnishings, computers, equipment and supplies provided by the Court.

F. Notwithstanding the above, this agreement shall be terminated immediately upon Contractor's failure to maintain an active license to practice law before all courts of the State of California, or upon entry of a judgment of conviction against Contractor for commission by Contractor of any offense punishable under state law.

8. ENTIRE AGREEMENT; AMENDMENTS

A. This agreement supersedes all previous agreements relating to the subject of this agreement and constitutes the entire understanding of the parties hereto.

Contractor shall be entitled to no other benefits other than those specified herein.

Contractor specifically acknowledges that in entering into and executing this agreement, Contractor relies solely upon the provisions contained in this agreement and no others.

B. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. However, minor amendments which do not result in a substantial or functional change to the original intent of the agreement and do not cause an increase to the maximum amount payable under this agreement may be agreed to in writing between Contractor and the Court Executive Officer or designee.

9. NONASSIGNMENT OF AGREEMENT; NON-WAIVER

Inasmuch as this agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate or sublet any interest herein without the prior written consent of Court. The waiver by Court of any breach of any requirement of this agreement shall not be deemed to be a waiver of any other breach.

10. INDEPENDENT CONTRACTOR STATUS

Contractor shall, during the entire term of this agreement, be construed to be an independent contractor and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow Court to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this agreement; provided, however, that the services to be provided by Contractor shall be provided in a manner consistent with the professional standards applicable to such services. The sole interest of Court is to insure that services shall be rendered and performed in a competent, efficient and satisfactory manner. Contractor shall be fully responsible for payment of all taxes due to the State of California or the federal government which would be withheld from compensation if Contractor were a Court employee. Court shall not be liable for deductions for any amount for any purpose from Contractor's compensation. Contractor shall not be eligible for coverage under Court's workers' compensation insurance plan nor shall Contractor be eligible for any other Court benefit.

11. INDEMNIFICATION

Contractor shall defend, hold harmless and indemnify Court, its elected officials, officers, employees, agents and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of General Counsel and counsel retained by Court, expert fees, litigation costs, and investigation costs), damages, judgments or decrees by reason of any person's or persons' bodily injury, including death, or property (including property of Court) being damaged by the negligent acts,

willful acts, or errors or omissions of the Contractor or any of Contractor's subcontractors, any person employed under Contractor, or under any subcontractor, or in any capacity during the progress of the work, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of Court. Contractor shall also defend and indemnify Court for any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency and shall defend, indemnify and hold harmless Court with respect to Contractor's "independent contractor" status that would establish a liability on Court for failure to make social security deductions or contributions or income tax withholding payments, or any other legally mandated payment.

12. INSURANCE COVERAGE

Contractor shall obtain and maintain professional errors and omission insurance to protect the public, with limits of liability of not less than \$1,000,000.00. Contractor shall provide the Court Executive Officer with a certificate of such insurance, which shall be attached hereto prior to this agreement becoming effective. The Certificate(s) of Insurance shall state that the insurance afforded by the policy shall apply to the liability assumed by the insured under this contract, provided such liability results from an act, error or omission in professional services rendered by the named insured or his/her employees.

Contractor shall maintain comprehensive general liability insurance covering all of Contractor's operations including owned and non-owned automobiles, with a combined single limit of not less than \$1,000,000.00. Such insurance shall name the Superior Court of California, County of Inyo, its judges, subordinate judicial officers and employees as additional insureds.

If Contractor has employees, Contractor shall obtain and maintain continuously workers' compensation insurance, to cover all Contractor's employees as required by Labor Code Section 3700, either through workers' compensation insurance issued by an insurance company or through a plan of self-insurance certified by the State Director of Industrial Relations. If Contractor elects to be self-insured, the certificate of insurance otherwise required shall be replaced with a consent to self-insure issued by the State Director of Industrial Relations.

Contractor shall provide the Court Executive Officer with one or more certificates of insurance evidencing that Contractor has obtained the professional errors and omissions insurance, workers' compensation insurance and comprehensive general liability insurance required by this agreement. All such certificates of insurance shall require that the issuer provide thirty (30) days written notice of cancellation to the Court. The certificate(s) of insurance shall state that the insurance afforded by the policy shall apply to the liability assumed by the insured under this contract. The certificate(s) of insurance required by this agreement must be approved by the Court and attached hereto prior to this agreement becoming effective.

13. COMPLIANCE WITH LAWS; NON-DISCRIMINATION

A. Contractor will observe and comply with all applicable federal, state and local laws, ordinances and codes which relate to the services to be provided pursuant to this agreement.

B. Contractor will not discriminate in employment practices or in the delivery of services on the basis of race, color, creed, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV and AIDS) physical or mental disability or use of family care leave.

14. ACCESS TO RECORDS/RETENTION

Court, federal and state officials shall have access to any books, documents, papers and records of Contractor which are directly pertinent to the subject matter of this agreement for the purpose of auditing or examining the activities of Contractor or Court. Except where longer retention is required by federal or state law, Contractor shall maintain all records for five years after Court makes final payment hereunder.

15. NO CONFLICTS

During the term of this agreement, Contractor and Contractor's employees, if any, shall not engage in any practice of law which conflicts or appears to conflict with Contractor's duties pursuant to this agreement.

16. SEVERABILITY

If any portion of this agreement or application thereof to any person or circumstance is declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal or state statute or regulation, the remaining provisions of this agreement, or the application thereof, shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this agreement are severable.

17. NOTICES

A. Any notice required to be given pursuant to the terms and provisions of this agreement shall be in writing and shall be sent first-class mail to the following addresses:

If to Court:

Nancy A. Moxley
Court Executive Officer
301 W. Line Street
Bishop, CA 93514

If to Contractor:

B. Notice shall be deemed to be effective two days after mailing.

18. CONFIDENTIALITY

During the term of this agreement, both parties may have access to information that is confidential or proprietary in nature. Both parties agree to preserve the confidentiality of and to not disclose any such information to any third party without the express written consent of the other party or as required by law. This provision shall survive the termination, expiration, or cancellation of the agreement.

20. SCOPE AND OWNERSHIP OF WORK

All research data, reports, and every other work product of any kind or character arising from or relating to this agreement shall become the property of the Court and be delivered to the Court upon completion of its authorized use pursuant to the agreement. Court may use such work products for any purpose whatsoever. All works produced under this agreement shall be deemed works produced by a contractor for hire, and all copyright with respect thereto shall vest in the Court without payment of royalty or any other additional compensation. Notwithstanding anything to the contrary contained in this agreement, Contractor shall retain all of its rights in its own proprietary information, including, without limitation, its methodologies and methods of analysis, ideas, concepts, expressions, know how, methods, techniques, skills, knowledge and experience possessed by the Contractor prior to, or acquired by the Contractor during the performance of this agreement and the Contractor shall not be restricted in any way with respect thereto.

IN WITNESS WHEREOF, Court and Contractor have executed this agreement on the day and year set forth below.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF INYO

Date: _____, 2007

By: _____
Nancy A. Moxley

Its: Court Executive Officer

CONTRACTOR:

By: